EXHIBIT B

Pa 2 of 6

DELPHI

_Energy & Chassis Systems

Page 1 of 5

Buyer:

DELPIN ENERGY & CHASSIS SYSTEMS S820 DELIPHI DR TROY MI 4868 EZ.CU.

Deliver to:

DELPHI SISTERNAS DE ENERGIA S.A. DE C/O Centoc CARRETERA SALTILLO-PIEDRAS, KM 8.54 RARNOS ARIZPE

LE BELIER QUERETARO SA DE CV BO FOUNDRY CALLE 2 NO 18 FRACC INDUSTRIAL BENITO BUAKEZ 76120 QUERETARO MEXICO

Requirements Contract

PO Number 550004915 Version

10-148-2005 10:56:51

Date Issued

01-Nov-2001

Vendor No: 1005890 DUNS No: 812566834

Payment Terms: ZMIZ

Currency: USD

Payment seried on 2nd, 2nd Month

Plant.

Incoterms: FOB-Freight Collect

ı	Carlos and	COMMUNICATION OF THE PROPERTY
ł	10 to 10	Material No.
ł	Edward A. M.	35 CLASS TO A THE CO. S. C. A. C.
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ŝ	;	# Contract of the Contract of
Ġ	1	# SEAL OF STREET AND STREET
ŀ		Description

16045594 00010

BODY MASTER CYLINDER CASTING

THIS AMENDMENT CHANGES PRICE
THIS AMENDMENT CHANGES VALIDATY

Price reductions schedule: lative: \$0.024 per pocer - cfs. 07.003 lad vr. \$0.023 per piecs - cfr. 04.04 46. yr. \$0.022 per piece - cff. 64.005

56s (v. 50.022 per piece - e	P 6306		ananamina kananana ji jiri anangapakananana	Price Utit	11/35.8
Valid Frem	Yalid Tv	Currency	Price		1232123
01-802-2001	23-745-7002	uso	4,374.00	1,000	X
01-Kar-2002	10 - Jun - 2002		4,574.00	1.000	PC:
01-3-1-2002	11-301-2002	uso	4,144.70	1.000	PC
01-4:3-2002	11-146-2002	USD	4,135.50	1,000	2
01-500-2002	30-200-2002	USD	4,132.80	1,050	1.47
01-0-2-2002	31-0ct-2002	uso	4,056,90	1,000	
01-800-2002	20-804-2002	USO	4,071.40	1,000	24
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	31-3en-2003	050	4,164.10	1,000	P.
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01-Feb-2003	使 400 m 10 10 10 m 10 10 10 10 10 10 10 10 10 10 10 10 10	AL MAJAN.	20 1 - 100 - 10 - 10 - 10 - 10 - 10 - 10		

Purchasing Contact: Reuter, Laura

Phone: 937-455-7854 Fax: 937-455-9133

Contact Address:

EUO1 DELPHI E & C SALTILLO

DELPHI ENERGY & CHASSIS SYSTEMS 2000 FORKER BLVD,

KINTTERING OU 45420

Date and Trave Proceed 10 Aug 2006 10:56:51

Page 2 of 5

LE BILLIER QUERETARO SA DE CV LBO FOUNDRY CALLE 2 NO 18 FRACC INDOSTRIAL BENNIG IDAMEZ 76120 CUERETARO MEXICO

Requirements Contract

PO Number 550004915 Version

Date Issued 01-Nov-2001

10-Aug-2005 10:56:51

Item No.	Material No. Description		Plant					
	Valid From	saa Vandira ka ka ka	Currency	Price	Price Unit	JKIM		
	01-May-2003	31-Mnr-2005	Side Si is b	4,178,90	1/000	IRC		
	00-761-92003	30-202-2003	ma susp.	4,273.20	1,000	IC		
	503 May-2003	11-May-2003	U2:0	4,229.50	1,000	PC		
	01-Jun-2003	30-Jun-2003	USD	4.131.30	1,00\$	r:		
	01-001-2000	11-011-2003	ugn	4,191.20	1,000	PC		
	01-400-2003	31-3003-2003	vao	4,275.80	1,000	PC .		
	11-5-0-2005	30-sep-2003	tisc	4,190,70	1,000	rc.		
	00-Cet-2000	71-0cf-2003	Ting .	4,214.70	1,000	PC		
	61-659-2003	30-869-2003	USD	4,199.00	1,000	PC		
	51-Dec-2001	11-Dec-2003	USB	4,284,69	1,000	PC		
	01-2sn-2004	- 30-Jan-2004		00.767.30	404: 4 44.000	raja tel ika dalah		
	01=Pab=2004	29-Peb-2004	- usa	4,339,56	1,000	a in the Part (in the		
	01-Mar-2004	31-Mar-2004	ušo.	40.410.40	15,000	FRC H		
	01-apr-2004	30-Apg-20V4	USD	4.516.20	1,000	PC-		
	51-May-2004	21-8my-2004	usb	47480.00	1,7000	pc		
	01=20n=3904	30-3un-2004	uso	4,535.50	17000	TVC.		
	01-Jul-3004	ii-iu:-2004	ugin .	4,401,70	1,000	pr		
	01-20g-2004	71-700-2014	1166	4,446,50	1,000	pe Pe		
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	01-meo-2004	31-Dac-2004	LIGO	4.090.80		ng es y.C. Her		
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	01-Feb-2005	28-Føb-2005	USD	4,485.10	1,000	PC S		
	01-Mar-2005	31-Mar-2005	OSD	4,453.80	1,000	PC PC		
	01-Apr-2005	30+Apr-2005	0.50	6,478,70	1.000	irc		
	01-May-2005	11 /4 F) = 2005	030	4,540,80	1,600	РC		
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This Requirement Contract is for 180% unless otherwise specified.

This Codisc replace messons concacto: WA:

As a expelior to Delph Theory & Chassa you must use a Delph approved transportative provider when Delphs is gaying the bilk. If you requise assistance or reasing Instructions please createst Menio Westewale Logistics at 800:805:0533. Philose is follow been lestroctions could result be a charge book to your company

The principal his contract in for the periodiscolland consists and extend in the line is an notes on the face of this contract.

Energy & Chassis Systems

Page 3 of 5

LE BEILIER OUERETARO SA DIECV LIIQ FOUNDRY CALLE 2 NO 18 FRACC INDUSTRIAL BENTIO BUAREZ 76120 QUERFITARO MEXICO

Requirements Contract

PU Number 550004915 Version

Date Issued 01-Nov-2001

10-Aug-2005 10:56:51

Material No. Item No. Description

Plant

Notes Continued:

Buyer and Soller will use their best offerts to implement cost savings and productivity improvements in order to reduce Soller's costs of supplying each Product. However and Soller agree that the prioring of each Product will be reduced fin addition to may reheated price reductions by an armount equal to lelty process (SPS). recycles and acreed agreed that the pricing of careed recorded with the recorded at any network period agreed and a minimum copie to such Product (i.e., assuings after recorded by Selfer of a provided, based on the remaining term of this Contract, of the reasonable and documented cook to achieve such cost servings), provided, because, that the periods of each Product will be reduced (in the reasonable and documented cook to achieve such cost savings), provided, because, that the periods of each Product will be reduced (in addition to any servings resulting from reductions on the contract of the second to the second of the se

No price increases (including any decrease of the schoduled price reductions) will be made on account of (a) Selber's failure to unbieve any expected cost savings or productivity improvements or (ii) any increases in Selber's labor, materials, avertical and other costs. In the event that Buyer agrees to may price increases (or a decrease of any schoduled price reductions) with respect to any Product, then, individualing anything to the contrary set fouth in this Createst, the prices of Products will be reduced (in heldings to any scheduled price reductions) by an amount equal to two booking periods (100%) of any subsequent ray cost savings achieved by Selber's cost savings equal any price becomes processed to be flower. agreed to by flager."

"Right to Parchase from Others

Charles the entire form of this Contines, Seller will assure that each Product remains competitive in terms of instantless, design, vervice and could with say standard available to Beyer. Politowing 12 months from competitive in terms of all also assure that each Product remains competitive in terms of sensus product available to enger, remaining of account form some remaining and and another remain competitive. Bayer, to the catern it is fact to the sensus product available to Enger. If, in the remember explaines of Buyer, a Product close me remain competitive, Bayer, to the extent it is fact to do no, will advise Setter in writing of the energy in which a stadily product is more competitive. If, will in classy (50) days, faeller does not agree to manifestable and product with comparable technology, design, quality, ar, if applicable, poice, Buyer ency elect to purchase any similar products evaluate to buyer wintout any liability to Seller under this Contract."

Buyer's right to "terminate for exercisioner" miler the General Terms and Conditions will be imagelizable to this Commercumii) (2 months from contract insurance 张斯森森西亚西亚基森泰尔尼人名英伊尔尔里伊甘密安安 2010/2

Delphi requires appliess of productive material be expedit of communicating emissial forecasts, material schedules, shipping votices and associated inhomotion for account and effective, each productive material supplier will be required to become \$10 Continued by achieving their ability to send and/or stressor \$10 messages in accordance with applicable standards point to providing their productive and the standards accordance to the continued t productive material. EDA Carafication will be combined and economisted by the EDA Competency organization.

An logaries electronic from absorbative sufation is intended to provide resid in absorban where establishing in inchance MM capability is a hardship for a supplier providing limited material.

Please refer to Delphi's wetters, www.delphi.com then Suppliers/Supplier Community Pertal / Supplier Standards, for additional information

Seller acknowledges and agrees that Buyer's General Terras and Concedered are incorporated in, and a part of, this content and each purchase order, release, requisition, week tester, displing instruction, specification and other decrement issued by flager or accepted in writing by Hayer, whether expressed in writing from on by electronic data interchange, relating to the goods soldie services to be provided by Selker pursuant to bia contract (such documents are vollectively referred to as this "Continue". A copie of Disser's General Trans and Conduitions is available upon written request to Bover to via the internet at Delete's website.

_Energy & Chassis Systems

Tage 4 of 5

LE BELIER OUERETARO SA DE CV LBQ FOUNDRY CALLE Z NO IS FRACC INDUSTRIAL BENITO ILIAREZ TOLUB QUERETARO MEXICO

Requirements Contract

PO Number 550004915 Date Issued 01-Mov-2001

Version

10-Aug-2005 10:55:51

Item No. Material No. Description

Plant

Alotes Continued:

delphicom. Seller acknowledges and agrees that is has read and understands Buyer's General Terms and Conditions. If Seller accopes this Contract in writing or commisses any of the work or services which are the subject of this Contract, Seller will be decined to have accopted that Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to changes in amortications of, or revisions of this Contract (including Enyer's General Terms and Conditions) which Seller proposesswill be decined to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The trigrests shall consider from seller to donyer upon arrival at buyer's consuming plant.

Design Logy Term some and conditions, and Despite Messe Adjustment Policy applied to this contract.

0402642 - Alternios se chingo price en Material No. 18045894 (Stem 10).

1997 2002 - Alteration to change prior on Manestal No. 19943894 Minus 200

10/16/02 - Albiration of change price on Material No. 1864/894 (Bith: 10): sili:

1.1606/02 - Alteration to change price on Material No. 1804(2004 (from 10)). (EscalabrealDe escalabrea). Amp

Alt/0600 - Alteration to change price on Material No. 18945994 (Item 10). (Metal Esculational)e-esculation) chap

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95(1993) - Albertalion in change price on Waterial Wo. 18045894 (firm 10). (Metal Escalation/Decembration). desp

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SELPHI

____Energy & Chassis Systems Page 5 of 5

Date Issued

LE BELIER QUERETARO SA DE CV LBO FGUNDRY CALLE 2 NO 18 FRACC INDUSTRIAL BENITO JUAREZ 76120 QUERETARO MEXICO

Requirements Contract

PO Number 550000915 Versier

00/915 01-Nov-2001

Item No. Material No. Description Plant

10-Aug-2005 10:56:51

Notes Continued: 10/01/03 - Attention to thange price on Material No. 1804/58W (Juern 10). (Metal Estatation/IX-estation) almo 10/23/03 - Alternation to change price on Muterial No. 1804/5854 (them 10). (Metal Escalation/De-oscalation), three l 1/15/07- Alteration to change price on Material No. 12065554 (Dem 10). (Metal Discillation/De esculation), drap 01/16/14 - Alberation to change price on Material Na. 1304/58/94 (Item 18). (Metal Riccilation/Devescalation), atmo QI/2504 - Alternics in charge price on Material No. 1504/1994 (Hem. 18). (Mem.) Exculation(Decembers and along 03/15/04 - Alberdigo so theograpisco de Mindriol No. 18045/94 (India 10). (Mighal Escaladide/De-escaladide). Junp 04/2004 Alteration to transfe prior and prior validity on Material No. 18045894 (Jiens 10). (Metal Escalation/De-escalation). damp 05/15/05 Alteration to change price and price validity on Mineral No. 15/045804 (Item 10). (Metal Escalation/De-escalation). Amp 96(1904 - Alteration trickings paice and price valuary on Material No. 18043894 (June 10). (Metal Escalation/In-escalations, 1909 DV/22/04 - Alientian in change pried and price validay on Material No. 1804/5994 (tiem 10). (Mexil Excelation/Pe-excelation). Jamp 1802/004 - Allemálon to change piáce and price validay on Material No. 1804/804 (biem 10). (Mizol Escalation/De-escalation). exp 99/1409 - Alteration to change price and price validity on Material No. 1814/893 (Item 10), (Adetal Escalation/Decessalation), shap 10/27/04 - Adjustion to change price and price validity on Material No. 1804/894 (from 10). (Ident Casalation/S)e-exculption). cap 11/1994 - Alemico to chage prioc and prioc roladry on Maurial Pa. 18/05/94 (bein 10). (Medi Escalabon/De-escalation). cap 12/2004 - Assembles to change price and price variety on Material New 18047894 (later 10). (Metal Escalation/De-escalation), climp 01/27405 - Alterdice to charge price and poice validity on Mahrial 18th 18045894 (from 18). (Metal Excelation December 02(179)5 - Alteration to isouge proceamy proceaulations. Material 1804/590s (them 10). (According to association). 03/07/05 - Alteration to change price and price valuday on Americal 1864/5804 (from 10). (Metal Escalarand De-escalarica) 05/17/05 - Allegation to change price and price validay on Marcint 150/5/804 (from 10). Oderat Estabation/Re-establishing 65/21/05 - Alteration to change price seal price whitey on Material 180/5/894 (Incm 10). (Metal Escalation/De-cocalation), cop

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